

**United States Bankruptcy Court  
Southern District of New York**

In re Sears Holdings Corporation, Inc., *et al.*,

Case No. 18-23538 (RDD)  
(Jointly Administered)

**TRANSFER OF CLAIM OTHER THAN FOR SECURITY**

A CLAIM HAS BEEN FILED IN THIS CASE or deemed filed under 11 U.S.C. §1111 (a). Transferee hereby gives evidence and notice pursuant to Rule 3001 (e)(2), Fed. R. Bankr. P., of the transfer, other than for security, of the claim referenced in this evidence and notice.

**Name of Transferee:**

National Union Fire Insurance Company of  
Pittsburgh, PA

**Name and Address where notices to transferee  
should be sent:**

National Union Fire Insurance Company of  
Pittsburgh, PA c/o Adam L. Rosen PLLC  
Attn: Adam L. Rosen  
2-8 Haven Avenue, Suite 220  
Port Washington, NY 11050

Last Four Digits of Acct #: \_\_\_\_\_  
Phone: (516) 407-3756

Name and Address where transferee payments  
should be sent (if different from above):

Last Four Digits of Acct #: \_\_\_\_\_

**Name of Transferor:**

Waxman Consumer Products Group Inc.

Court Claim # (if known): **5151**  
Amount of Claim: **\$191,761.42**  
Date Claim Filed: **November 19, 2018**

Waxman Consumer Products Group Inc.  
Attn: Mary Beth Owens  
24455 Aurora Road  
Bedford Heights, OH 44146

Last Four Digits of Acct #: \_\_\_\_\_  
Phone: (440) 439-1830

I declare under penalty of perjury that the information provided in this notice is true and correct to the best of my knowledge and belief.

By: /s/Adam L. Rosen

Adam L. Rosen

**ADAM L. ROSEN PLLC**

Attorneys for National Union Fire Insurance Company of Pittsburgh, PA

Date: April 16, 2019

**United States Bankruptcy Court  
Southern District of New York**

In re Sears Holdings Corporation, Inc., *et al.*,

Case No. 18-23538 (RDD)  
(Jointly Administered)

**NOTICE OF TRANSFER OF CLAIM OTHER THAN FOR SECURITY**

Claim No. 5151 (if known) was filed under U.S.C. §1111(a) in this case by the alleged transferor. As evidence of the transfer of that claim, the transferee filed a Transfer of Claim Other than for Security in the clerk's office of this court on \_\_\_\_\_ (date).

**Name of Transferor:**

Waxman Consumer Products Group Inc.

**Name of Transferee:**

National Union Fire Insurance Company of  
Pittsburgh, PA

**Address of Alleged Transferor:**

Attn: Mary Beth Owens  
24455 Aurora Road  
Bedford Heights, OH 44146

**Address of Transferee:**

c/o Adam L. Rosen PLLC  
Attn: Adam L. Rosen  
2-8 Haven Avenue, Suite 220  
Port Washington, NY 11050

**~DEADLINE TO OBJECT TO TRANSFER~**

The alleged transferor of the claim is hereby notified that objections must be filed with the court within twenty-one (21) days of the mailing of this notice. If no objection is timely received by the court, the transferee will be substituted as the original claimant without further order of the court.

Date: \_\_\_\_\_

\_\_\_\_\_  
**CLERK OF THE COURT**

AIG Claims, Inc.  
[TCPRClaimsUS@aig.com](mailto:TCPRClaimsUS@aig.com)



**PROOF OF LOSS FORM (COMPANIES)  
TRADE CREDIT INSURANCE**

**SECTION I. CONTACT INFORMATION**

- A. INSURED NAME: Waxman Consumer Products Group Inc.  
Address: 24455 Aurora Road; Bedford Hts., Ohio 44146  
Contact Name: Mary Beth Owens E-mail Address: Owensm@waxmancp.com Tel. No.: 440-439-1830
- B. BUYER NAME: Sears Holding Corp.  
Address: 3333 Beverly Road; Hoffman Estates, IL 60179 Country: USA  
Contact Name: \_\_\_\_\_ E-mail Address: \_\_\_\_\_ Tel. No.: \_\_\_\_\_
- C. BROKER NAME (if applicable): Trade Credit International  
Contact Name: Phil Bryan E-mail Address: Philbryan@adelphia.net Tel. No.: 440 838 8381
- D. LOSS PAYEE NAME: (if applicable): \_\_\_\_\_

**SECTION II. POLICY INFORMATION**

- A. Policy No.: 1155-6949 B. Policy Effective Date: 4/01/2018

**SECTION III. LOSS INFORMATION**

First Claimed Shipment Date: 7/05/2018 First Default Date: 8/6/2018 If Insolvency, Date: 10/15/2018

**SECTION IV. SUMMARY OF TRANSACTIONS AND TOTAL AMOUNT CLAIMED**

Contract Currency: USD  
Total Gross Amount of Invoices Outstanding: 191761.42

*Less*

Partial payments: \_\_\_\_\_  
Eligible discounts: \_\_\_\_\_  
Offsets: \_\_\_\_\_  
Other Deductions: \_\_\_\_\_

**Total Amount Claimed:** 191761.42

I hereby warrant and certify that the information furnished herein is true and correct, and no material fact relating to the transactions hereinabove described has been withheld. I agree to submit such additional information to, and take such action as may be requested by the Company pursuant to the policy, and to execute the Section V. Release and Assignment or alternative release and assignment form, if prescribed separately by the Company.

Signature of Authorized Representative of the Insured: Mary Beth Owens

Print Name: Mary Beth Owens / Title: Sr. Director of Credit / Date: 11/30/2018

**Section V. Release and Assignment**

The **Insured** has the option of using this Section V. Release and Assignment by checking the box and signing below. This will expedite payment of this **Claim** in the event of claim approval. The **Company** or the **Insured** may later opt out of this Section V. Release and Assignment upon providing written notice to the other party prior to issuance of an indemnity payment by the **Company**. If either party opts out of this Section V. Release and Assignment, a mutually agreed alternative release and assignment form must be executed by the Insured prior to the Company's issuance of the claim payment.

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**Definitions**

**Policy:** The identified **Policy** under Page 1. Section II of this Proof of Loss form  
**Insured:** The company named in the **Policy** as the **Insured**  
**Buyer:** The company named under Page 1. Section IB of this Proof of Loss form  
**Company:** The **AIG Company** that issued the **Policy**

WHEREAS, the **Company** issued the **Policy** to the **Insured**;

AND WHEREAS, the **Insured** submitted a claim to the **Company** under the **Policy** on the **Buyer** (the "**Claim**");

NOW THEREFORE, the **Insured** and the **Company** agree that, upon receipt of the indemnity payment by the **Company** to the **Insured**:

- 1) The **Insured** does release the **Company** from all claims, actions, and causes of action of whatsoever character and description which the **Insured** ever had, now has or hereafter can, shall or may have relating to this **Claim**;
- 2) The **Insured** does hereby assign, transfer and set over to the **Company**, their successor and assigns, all sums of money now due, or to become due from the **Buyer** and any and all contracts, security and evidences of indebtedness, to have and to hold the same, with full power to collect and enforce the same, for their own use and benefit by any action or proceeding in the name of the **Insured** or otherwise, and to provide all reasonable cooperation and perform legal steps proper or necessary in connection herewith;
- 3) All sums received from the **Buyer** or any other party as or toward payment of the **Buyer's** indebtedness will be shared as provided for in the terms and conditions of the **Policy**;
- 4) If the **Buyer** is in a formal bankruptcy process, the **Insured** agrees that the final amount accepted by the bankruptcy court (or similar type of insolvency administrator) is the maximum that may be claimed by the **Insured** and that a revised calculation of the amount of Indemnity payment will be made by the **Company** which may result in an additional Indemnity payment or a refund of all or part of the of part of the Indemnity payment by the **Insured** to the **Company**.

☒ On behalf of the Insured, I hereby agree to utilize this Section V. Release and Assignment.

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Signature of Authorized Representative of the Insured: Mary Beth Owens  
Print Name: Mary Beth Owens / Title: Sr. Director of Credit / Date: 11/30/2018

Susan Wilkowitz  
Witness

**Attachment A: Directions and Checklist For Filing A Claim**

**Directions**

AIG Trade Credit and Political Risk Claims have moved to a paperless environment. Please enclose copies only and retain all original documents. We prefer that claims and other correspondence be emailed to our Group Email address at: [TCPRClaimsUS@aig.com](mailto:TCPRClaimsUS@aig.com)

If you need to send paper documents, please do so as follows:

All "Regular Mail" should be forward to:

**AIG Trade Credit CPC  
Attn Trade Credit Claims  
P.O. Box 291002  
Nashville TN 37229-1002**

All "Over Night Mail" should be forward to:

**AIG Trade Credit CPC  
Attn Trade Credit Claims  
Attn: Kevin Dorrell, 2<sup>nd</sup> Floor  
2910 Old Franklin Road—Floor 2, Antioch TN 37013**

**Check List**

The below checklist includes documents that are usually required to complete a review of your Claim.

- ☒ Statement of Account with the Buyer which lists all outstanding invoices. You may use Attachment B or present a statement that includes the transaction details stated within Attachment B.
- ☐ Past Payment History (the "Ledger Experience") which lists all past payment experience with the Buyer for the periods specified under the Policy. Generally, all past payment experience that is one year prior to Policy Inception date is sufficient. Please ensure that the statement includes the following transaction details:

Invoice Number(s)	Invoice Date(s)	Gross Invoice Value	Terms of Payment	Due Date(s)	Amount(s) Paid	Date(s) of Payment	Days Late

- ☐ Contract of Sale
  - Enclose copies of all invoices, purchase orders, and shipping documents, as indicated in the Policy.
  - If the contract includes debt instrument (such as promissory notes, bills of exchange, guaranties or other relevant agreements), please enclose **copies only**. Please retain and maintain all original negotiable debt instruments.
- ☐ Correspondence and File Notes
  - Any written emails, letters, file notes to and from the Buyer, guarantor, obligor, recovery agent showing steps taken to effect collection and to mitigate the amount of the loss.
  - In the case of an Insolvent Buyer, please submit documentation evidencing such Insolvency and, where applicable:
    - The Insured's proof of claim as required by the bankruptcy court, and
    - A list of creditors showing the Insured as a named creditor, if available.
- ☐ Discretionary Credit Limit (DCL)

If qualification for coverage is under the DCL, please submit the documentation supporting extension of credit to the Buyer. This might include, but may not be limited to, the Past Payment History detailed under Item 2. above, written third party credit reports / information, and the written limit for the Buyer established by the Insured.



**Attachment B: Statement of Account**

The below spreadsheet may be used to directly enter in all outstanding invoices:

Invoices Number(s)	Shipment Date(s)	Invoice Date(s)	Gross Invoice Value	Terms of Payment	Due Date(s)	Amount Part Paid (if any)
TOTALS						